JP \$40.00 D5442

PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Tan U.S. Group, Inc.	02/29/2008

RECEIVING PARTY DATA

Name:	Woodcrafters Home Products, LLC	
Street Address:	500 Fifth Avenue	
Internal Address:	Suite 2222	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10110	

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	D544275

CORRESPONDENCE DATA

Fax Number: (312)977-4405

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3129774400

Email: nedebaun@uhlaw.com
Correspondent Name: Nathan E. DeBaun
Address Line 1: 70 West Madison

Address Line 2: 3500 Three First National Plaza
Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER:	1001925-0001
NAME OF SUBMITTER:	Nathan E. DeBaun

Total Attachments: 5

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PATENT ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS PATENT ASSIGNMENT AND ASSUMPTION AGREEMENT (the "<u>Agreement</u>") is made as of February 29, 2008, by and between Tan U.S. Group, Inc. ("<u>Assignor</u>"), and Woodcrafters Home Products, LLC, a Delaware limited liability company (the "<u>Assignee</u>").

WHEREAS, Assignor is the owner of the entire title and interest in and to the patents listed on <u>Schedule A</u> hereto (the "<u>Patents</u>"); and

WHEREAS, pursuant to the terms of that certain Contribution Agreement dated December 21, 2007, as amended, by and among Assignee, Assignor and certain other parties (the "Contribution Agreement"), Assignor desires to contribute to the Assignee, and the Assignee desires to accept from Assignor, the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Assignor hereby assigns to the Assignee all right, title and interest in, to and under the Patents and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof.
- 2. Assignor hereby transfers, assigns and sets over to the Assignee, free and clear of any claims, liens and encumbrances, all of Assignor's right, title and interest, legal and equitable, in and to any claims, causes of action for past, present or future infringements of the Patents and any related claims Assignor may have against any third parties, whether known or unknown, and to apply any damages recovered to the Assignee's account.
- 3. Assignee authorizes and requests the United States Patent and Trademark Office to record Assignee as the assignee and exclusive owner of the Patents.
- 4. Assignor covenants (i) at Assignee's reasonable request and expense, to cooperate with Assignee, or its designees or legal representatives, to bring and maintain any such claims or causes of action, whether in a court of competent jurisdiction or in an administrative agency, and (ii) to provide any documents, records and things necessary to maintain any and all claims or causes of action upon reasonable request of Assignee or its attorneys and permitted successors and assigns.
- 5. Assignor covenants and agrees to execute and cause to be executed, at the request of Assignee, or its attorneys and permitted successors and assigns, all assignments, powers of attorney, and other papers as may be reasonably necessary to enable Assignee to obtain or maintain the Patents herein conveyed or intended to be conveyed.
- 6. In the event of any conflict between the terms of this Agreement and the Contribution Agreement, the terms of the Contribution Agreement shall control.

[signature page follows]

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PATENT REEL: 020582 FRAME: 0923 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

ASSIGNOR:

TAN U.S. GROUP, INC

By: Abraham Tanus

Its: President

ASSIGNEE:

WOODCRAFTERS HOME PRODUCTS, LLC

a Delaware limited liability company

By:

Name: Abraham Tanus

Title: Manager

Patent Assignment and Assumption Agreement

PATENT REEL: 020582 FRAME: 0924 STATE OF <u>Sevas</u>) SS:

Before me, a Notary Public in and for the County and State aforesaid, appeared to me Chraham thrus personally known to be an authorized representative of Tan U.S. Group, Inc., a corporation organized under the laws of the State of Delaware, above executing this document and having authority to sign on behalf of the corporation and who is the same person whose name is subscribed to the foregoing instrument, and who acknowledged that the execution and delivery of the foregoing instrument as his free and voluntary act for the uses and purposes therein expressed.

(SEAL)



Notary Public S. T. Jeets

COUNTY OF Hidalgo SS:

Before me, a Notary Public in and for the County and State aforesaid, appeared to me Waham Janus personally known to be a manager of the sole member of Woodcrafters Home Products, LLC above executing this document, and having authority to sign on behalf of the company and who is the same person whose name is subscribed to the foregoing instrument, and who acknowledged that the execution and delivery of the foregoing instrument as his free and voluntary act for the uses and purposes therein expressed.

(SEAL)

JANIE L NIETO MY COMMISSION EXPIRES May 30, 2011

Notary Public L. Deto

Schedule A

Patents

Patent Number	<u>File Date</u>
D544,275	June 12, 2007

Schedule A to Patent Assignment and Assumption Agreement

PATENT REEL: 020582 FRAME: 0927

RECORDED: 03/03/2008